



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sunden Management Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MND, MNR, MNSD

### Introduction

This is an application for a monetary order for \$2500.00 and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents and if so in what amount.

### Background and Evidence

This tenancy began on June 1, 2012 and at that time a combined security/pet deposit of \$1375.00 was paid.

The rent for this unit was \$1400.00 at the end of the tenancy.

The tenants vacated the rental unit on July 20, 2014 and the landlord's applied for dispute resolution on August 6, 2014.

The landlord is requesting an order for lost rental revenue for the month of August 2014 stating that the tenants did not give the required one clear month Notice to End Tenancy as the notice was received on July 4, 2014. They had advertised the unit for rent however were not able to re-rent it in the month of August 2014.

The landlords are also asking for an order for the outstanding electrical and gas bills for the month of August 2014.

The landlords are also claiming cleaning and carpet cleaning stating that the rental unit was left in need of significant cleaning.

The landlords also stated that there was wall damage in the rental unit and the yard was left in need of mowing, and therefore they are requesting the cost of those repairs and yard work.

The landlords also request the cost of replacing two burned-out light bulbs.

Landlords also stated that the tenants had piled a large amount of rocks in the backyard which will have to be removed and they've had an estimate for removal of \$200.00.

The landlords are therefore requesting a monetary order as follows:

Registered mail costs	\$25.00
Returned registered mail costs	\$21.86
Fortis gas bill for August 2014	\$55.97
BC Hydro bill for August 2014	\$28.83
Carpet cleaning	\$189.00
Housecleaning cost	\$327.60
Repair wall damage and yard work	\$189.00
Wall repair supplies	\$8.53
Further wall repair supplies	\$5.85
Light bulbs	\$6.45
Estimated cost to remove rocks from yard	\$200.00
August 2014 lost rental revenue	\$1400.00
Filing fee	\$50.00
Total	\$2508.09

The tenant testified that at no time did they ever receive any registered mail at their address or return any registered mail to the landlord.

The tenant stated they do not believe they should have to pay any further rent or utility costs for the month of August 2014 as they gave the landlord two months verbal notice that they would be vacating the rental unit at the end of July 2014, even though their written notice was not given until July 4, 2014.

The tenant also stated that they do not dispute the claim for carpet cleaning, however they do dispute the claim for housecleaning as they spent \$400.00 to have someone clean the rental unit.

The tenant also stated that he is unaware of any wall damage and therefore does not believe they should be held liable for any wall damage.

The tenant states they do not dispute the claim for two light bulbs.

The tenants do however dispute the claim for removing rocks from the yard, claiming that all the rocks were already in the yard and they simply move them so that they could put it at lawn.

### Analysis

Is my finding that the tenants are liable for the lost rental revenue and the utilities for the month of August 2014, as they did not give the required one clear month written Notice to End Tenancy. The tenants claim that they gave verbal notice; however the act does not allow notice to be given verbally and written notice is required.

I will not allow the landlords claim for registered mail or picking up registered mail as this is a cost of the dispute resolution process and I do not have the authority to award costs, other than the filing fee.

I will allow the landlords claims for carpet cleaning, housecleaning, and wall repairs as it is my finding that the photo evidence provided by the landlords shows that this rental unit was left in need of significant cleaning and repairs.

I also allow the landlords estimated cost to remove the rocks from the yard because although the tenants claim the rocks were already there, they provided no evidence in support of that claim.

I have therefore allowed the landlords full claim other than the cost of registered mail and returned registered mail.

I therefore also allow recovery of the filing fee.

Conclusion

I have allowed \$2461.23 of the landlords claim and I therefore order that the landlords may retain the full security/pet deposit of \$1375.00 and have issued a monetary order in the amount of \$1086.23. The remainder of this claim is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 03, 2015

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Residential Tenancy Branch

